

**FIVEWAYS MOTORCYCLE CENTRE LTD**  
**TERMS AND CONDITIONS OF SALE FOR MOTOR VEHICLES NEW AND USED**

**1. Definitions**

- 1.1 "Fiveways Motorcycle Centre Ltd", the vendor of the goods to the customer.  
1.2 "The Customer", the person stated on the order, contracting for goods and services to be supplied by the Fiveways Motorcycle Centre Ltd .  
1.3 "Consumer", a Customer, being an individual who, for the purposes of the purchase, is acting wholly or mainly outside of their trade, business, craft or profession  
1.3 "Goods" means all vehicles as defined, or other things to be sold by the Dealer to the Customer.  
1.4 "Vehicle" includes any car, lorry, van, trailer, caravan, invalid carriage, motor cycle and generally each and every accessory to and component thereof.

**2. Whole Contract**

- 2.1 These terms shall represent the whole contract between the Dealer and the Customer. They may be varied only by written agreement between the parties.

**3. Interpretation**

- 3.1 The singular shall include the plural and the male shall include the female or business entity as may be appropriate.

**4. Enforceability**

- 4.1 In the event of any one or more of these terms and conditions being declared unenforceable, the remaining terms and conditions shall nonetheless remain in full force and effect.

**5. Written Confirmation**

- 5.1 This order and any allowance in respect of a Vehicle offered by the Customer are Subject to acceptance and confirmation in writing by the Fiveways Motorcycle Centre Ltd .

**6. Delivery/ Time Not of the Essence**

- 6.1 Unless specifically agreed in writing, time for delivery is *not* essential.  
6.2 Where the date for delivery of the goods is not known at time of sale, any date provided is an estimate only and is dependent on the provision of the Goods to the Fiveways Motorcycle Centre Ltd by the Supplier/ Manufacturer. Fiveways Motorcycle Centre Ltd will use its best endeavours to secure delivery of the Goods by the estimated delivery date (if any) but does not guarantee the time of delivery. Fiveways Motorcycle Centre Ltd shall not be obliged to fulfil orders in the sequence in which they are placed.  
6.3 If the Fiveways Motorcycle Centre Ltd shall fail to deliver the Goods within 21 days of the estimated date of delivery stated in this contract, the Customer may by notice in writing to the Dealer require delivery of the Goods within 7 days of receipt of such notice. If the Goods shall not be delivered to the Customer within the said 14 days the contract shall be cancelled.

**7. New Goods**

If the Goods to be supplied by Fiveways Motorcycle Centre Ltd are new, the following provisions shall have effect:

- 7.1 This Agreement *and* the delivery of the Goods shall be subject to any terms and conditions which the manufacturer or concessionaire may from time to time lawfully attach to the supply of the Goods or the resale of such Goods by the Dealer, and Fiveways Motorcycle Centre Ltd shall not be liable for any failure to deliver the Goods occasioned by his inability to obtain them from the manufacturer or concessionaire or by his compliance with such terms and conditions. A copy of the terms and conditions currently so attached by the manufacturer or concessionaire may be inspected at the Fiveways Motorcycle Centre Ltd office.  
7.2 Fiveways Motorcycle Centre Ltd undertakes that they will ensure that the pre-delivery work specified by the manufacturer or concessionaire is performed and that they will use their best endeavours to obtain for the Customer from the manufacturer or concessionaire the benefit of any warranty or guarantee given by them to Fiveways Motorcycle Centre Ltd or to the Customer in respect of the Goods **and**, save where the Customer is acting as a consumer (as defined by Legislation) all statements, conditions or warranties expressed or implied by law or otherwise, are hereby expressly excluded.  
7.3 Any figure provided within the contract for Car Tax is provided as guidance only. Notwithstanding the sum for Car Tax specified in the order, the sum payable by the Customer in respect thereof shall be such sum as Fiveways Motorcycle Centre Ltd has legally had to pay or becomes legally bound to pay for Car Tax in respect of the Goods.  
7.4 Any figure provided within the contract for Value Added Tax is provided as guidance only. Notwithstanding also the sum for Value Added Tax specified in the order, the sum payable by the Customer in respect thereof shall be the sum for which Fiveways Motorcycle Centre Ltd becomes legally liable at the time the taxable supply occurs.  
7.5 If after the date of this order and before delivery of the Goods to the Customer, the manufacturer's or concessionaire's recommended price for any of the Goods, or specification of the same shall be altered, Fiveways Motorcycle Centre Ltd shall give notice of any such alteration to the Customer, and  
7.4.1 in the event of the manufacturer's or concessionaire's recommended price for the Goods being increased, the amount of such increase which Fiveways Motorcycle Centre Ltd intends to pass to the Customer shall be notified to the Customer. The Customer shall have the right to cancel the contract within 14 days of the receipt of such notice. If the customer does not give such notice as aforesaid, the increase in the price shall be added to become part of the contract price.  
7.4.2 in the event of the recommended price being reduced, the amount of such reduction, if any, which Fiveways Motorcycle Centre Ltd Dealer intends to allow to the Customer shall be notified to the Customer. If the amount allowed is not the same as the reduction of the recommended price the Customer shall have the right to cancel the contract within 14 days of the receipt of such notice.  
7.5 in the event of the manufacturer of the Goods described in the order ceasing to make the Goods of that type, the Dealer may (whether the estimated delivery date has arrived or not) by notice in writing to the Customer, cancel the contract on the grounds of frustration.  
7.6 Save in the case of consumer sales (as defined) all statements, conditions or warranties as to the quality of the Goods or their fitness for any purpose whether express or implied by law or otherwise are hereby expressly excluded.

**8. Used Goods**

- 8.1 If the goods to be supplied by Fiveways Motorcycle Centre Ltd are used, the vehicle is supplied as roadworthy at the date of delivery and, in the case of consumer sales (as defined by the Sale of Goods Legislation):  
8.1.1 is sold subject to any conditions or warranties that are implied by the Sale of Goods Legislation or any amending statutes.  
8.1.2 Prior to signing this order form, the Customer shall examine the Vehicle and items set out in the Customer's Certificate of Examination overleaf and the purchaser is reminded that the conditions of satisfactory quality and fitness for purpose implied by the Sale of Goods Legislation do not operate in relation to such defects which the examination ought to reveal. Should the Goods be sold also subject to defects notified by the Seller to the Customer before signing the agreement, the implied conditions of satisfactory quality and fitness for purpose do not operate in relation to those defects.  
8.2 Save in the case of consumer sales (as defined) all statements, conditions, or warranties as to the quality of the Goods or their fitness for any purpose whether express or implied by law or otherwise, are hereby expressly excluded.

**9. Variation**

- 9.1 Any variation agreed between the Dealer and the Customer regarding the Goods to be supplied shall be deemed to be an amendment to this Contract and shall not constitute a new contract.

**10. Delivery and Payment**

- 10.1 The Customer shall be liable to pay for the Goods immediately upon notification by the Dealer that they are available for delivery. Fiveways Motorcycle Centre Ltd may, in its discretion, demand a deposit at the time when the order for Goods is placed by the Customer and shall not be obliged to progress the order or otherwise implement the contract until the deposit is paid in full.

**11. Place of Delivery**

- 11.1 Unless otherwise agreed in writing delivery of the Goods shall take place at the Fiveways Motorcycle Centre Ltd premises this being the site that the original order was taken unless agreed differently in writing.  
11.2 In the event of cancellation, for any reason, the customer agrees to return the Goods to Fiveways Motorcycle Centre Ltd. This being the site that the original order was taken unless agreed differently in writing.

**12. Repudiation by Customer**

- 12.1 If you do not pay for and take delivery of your vehicle within 14 days of notification that the vehicle is available for delivery, we shall be at liberty to treat the contract as cancelled. If this happens, or if you cancel the contract for any other reason not permitted by this contract, we will sell the vehicle to another person. We will refund your deposit but before we do so, we are entitled to recover from the deposit the additional costs we incur in re selling the vehicle plus any reduction in the sales price achieved. We will keep the deposit whilst we display and advertise the vehicle as being for sale. If it is not sold within a reasonable time we will sell it at auction.  
12.2 Once we have sold the vehicle, we will notify you within 7 days as to how much we have lost as a result of having to re sell. If this amount is less than your deposit, then we will refund the balance of your deposit with the notification. If the claimable amount is more than the deposit, then we will include a statement showing how much you owe us to make good our loss. We will provide copies of any receipts if you request them.  
12.3 Fiveways Motorcycle Centre Ltd reserves the right to make a reasonable daily charge for the storage of the vehicle or vehicles.

**13. Loss or Damage**

- 13.1 Fiveways Motorcycle Centre Ltd shall be responsible for the loss of or damage to any vehicle or its contents only if caused by negligence of Fiveways Motorcycle Centre Ltd or its employees. The Customer is strongly advised to remove any items of value not related to the Vehicle.

**14. Return of Deposit**

- 14.1 If the contract is cancelled under the provisions of clauses 6 or 7 above the deposit shall be returned to the Customer and the Dealer shall be under no further liability.

**15. Retention of Title and Risk**

- 15.1 Risk of damage to or loss of the Goods are at the risk of the Customer as soon as they are delivered into the physical possession of the Customer or their nominated representative.  
15.2 Goods shall remain the sole and absolute property of the Fiveways Motorcycle Centre Ltd as legal owner until such time as the Customer shall have paid to Fiveways Motorcycle Centre Ltd the full price together with all storage charges and interest that may be due to Fiveways Motorcycle Centre Ltd under this contract. Until payment in full as aforesaid has been made the Customer acknowledges that they are in possession of the goods solely as agent of Fiveways Motorcycle Centre Ltd .  
15.3 Until the Customer becomes owner of the Goods, they will store them separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of Fiveways Motorcycle Centre Ltd .  
15.4 The Customer's right to possession shall cease if they, not being a company, become bankrupt or if they, being a company, do anything, or fail to do anything which would entitle a Receiver to take possession of any assets or which would entitle any person to present a petition for winding-up.  
15.5 Should the Customer's right of possession cease they will notify Fiveways Motorcycle Centre Ltd and immediately make the goods available for collection. Fiveways Motorcycle Centre Ltd may, for the purposes of recovery of the Goods, enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess them.  
15.6 The Customer shall be at liberty to agree to sell on the Goods or any product produced from or with the Goods subject to the express condition that such an agreement to sell shall take place as agents (save that the Customer shall not hold himself out as such) for Fiveways Motorcycle Centre Ltd , whether the Customer sells on his own account or not and that the entire proceeds thereof are held in trust for Fiveways Motorcycle Centre Ltd and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as Fiveways Motorcycle Centre Ltd monies.

## 16. Right of Lien

16.1 Fiveways Motorcycle Centre Ltd shall have a general lien on any property of the Customer in its possession for all monies owing to Fiveways Motorcycle Centre Ltd by the Customer on any account whatsoever.

## 17. Part Exchange

17.1 Where Fiveways Motorcycle Centre Ltd agrees to allow part of the price of the Goods to be discharged by the customer delivering a used Vehicle in part exchange to Fiveways Motorcycle Centre Ltd, in consideration of such allowance, it is hereby agreed that the following further conditions will apply.

17.1.1 That Fiveways Motorcycle Centre Ltd accepts the used vehicle in reliance of the warranties granted by the Customer overleaf, including but not limited to the age, mileage and condition of the vehicle.

AND

17.1.2 that such used Vehicle is the absolute property of the Customer and is free from all encumbrances.

OR

17.1.3 that such used vehicle is the subject of a hire purchase or agreement or other encumbrance capable of cash settlement by the Dealer, in which case the allowance shall be reduced by the amount required to be paid by Fiveways Motorcycle Centre Ltd in settlement thereof.

17.2 If Fiveways Motorcycle Centre Ltd has examined the said used vehicle prior to his confirmation and acceptance of this order, the used vehicle shall be delivered to them in the same condition at the date of such examination (fair wear and tear excepted).

17.3 that such used Vehicle shall be delivered to Fiveways Motorcycle Centre Ltd on or before delivery of the Goods to be supplied by them hereunder, and the property in the said used Vehicle shall thereupon pass to Fiveways Motorcycle Centre Ltd absolutely.

17.4 That without prejudice to 17.3 above, such used vehicle shall be delivered to Fiveways Motorcycle Centre Ltd within 14 days of notification to the customer that the Goods to be supplied by the Dealer are available for delivery.

17.5 if the goods to be delivered by Fiveways Motorcycle Centre Ltd, through no default on the part of Fiveways Motorcycle Centre Ltd, shall not be delivered to the Customer within 30 days after the date of this order or the estimated delivery date; where that is later, the allowance on the said used vehicle shall be subject to a reduction by an amount not exceeding 2.5% for each completed period of 30 days from the date of the expiry of the first mentioned 30 days, to the date of delivery to the Customer of the Goods.

17.6 In the event of the non-fulfilment of any of the foregoing conditions, other than 17.5 above, Fiveways Motorcycle Centre Ltd shall be discharged from any obligations to accept the said used Vehicle or to make any allowance in respect thereof, and the Customer shall discharge in cash the full price of the Goods to be supplied by the Dealer.

## 18. Authority to Contract

18.1 Goods supplied by the order of any person in the Customer's employment or by any person reasonably believed Fiveways Motorcycle Centre Ltd to be the Customer's agent or by any person to whom Fiveways Motorcycle Centre Ltd is entitled to make delivery of the vehicle shall be paid for by the Customer.

## 19. Authority to Uplift

19.1 Where a person who, so far as the Fiveways Motorcycle Centre Ltd is aware, has authority to uplift Goods or Vehicles and does so, Fiveways Motorcycle Centre Ltd shall have no liability to the Customer for any loss or damage resulting on any grounds whatsoever. It shall not be obligatory upon Fiveways Motorcycle Centre Ltd to confirm the authority of any person reasonably believed to be the agent, or to have been at some time, connected with the Customer.

## 20. Authority to Drive

20.1 In connection with the supply of a Vehicle or an inspection or testing or the preparation of any estimate in connection therewith, Fiveways Motorcycle Centre Ltd shall be entitled to drive the vehicle on the road or elsewhere as it shall deem necessary. These provisions shall apply also to any Vehicle offered by the Customer in part-exchange in terms of clause 17.

## 21. Finance

21.1 Notwithstanding the provisions of this agreement, the Customer shall be at liberty before the expiry of 7 days after notification to him that the Goods have been completed for delivery to arrange for a finance company to purchase the Goods from the Dealer at the price payable hereunder. Upon the purchase of the Goods by such finance company, the preceding clauses of this agreement except 7.2 shall cease to have effect but any used Vehicle for which an allowance was there under agreed to be made to the Customer shall be bought by Fiveways Motorcycle Centre Ltd at the price equal to such allowance, upon the conditions set forth in clause 17 above (save that in 17.3, 17.4 and 17.5 thereof all reference to 'delivery' or 'delivered' in relation to the 'Goods' shall be construed as meaning delivery or delivered by Fiveways Motorcycle Centre Ltd to or to the order of the finance company) and Fiveways Motorcycle Centre Ltd shall be accountable to the finance company on behalf of the Customer for the said price and any deposit paid by him under this agreement.

## 22. Notices

22.1 all written notices given by Fiveways Motorcycle Centre Ltd to the Customer shall take effect 24 hours after being despatched by Fiveways Motorcycle Centre Ltd in the normal course of post to the Customer's address shown overleaf.

## 23. Export Outside EU

23.1 Fiveways Motorcycle Centre Ltd reserves the right to cancel this order if it believes that;

23.1.1 The Customer intends to resell the Goods outside the European Union (Contract Territory) for commercial gain within a period of 12 months; or

23.1.2 where the Customer is a corporation its place of business is not within the European Union; or

23.1.3 where the Customer is a finance company and either, the Goods are not being purchased on behalf of an end user or they are and such end user is not resident nor has its place of business within the European Union.

23.2 The Customer shall indemnify Fiveways Motorcycle Centre Ltd and keep the Fiveways Motorcycle Centre Ltd indemnified from all and any liability and direct losses (to include but not limited to any service commission paid to the manufacturer and any debit back of profit margin from the manufacturer), damages, costs or expenses which Fiveways Motorcycle Centre Ltd sustains or incurs as a result of the Customer exporting or selling (whether directly or indirectly through any third party) the Goods outside the European Union.

## 24. Distance Selling

24.1 If, and only if, the Customer has acted as a Consumer, where this Agreement has been completed away from our business premises and/or without any face to face contact between us and you; or anyone acting on your or our respective behalf, you may give notice to cancel this Agreement within 14 days without giving any reason.

24.2 This cancellation period will expire 14 days after the day on which you, or a third party on your behalf, takes delivery or otherwise acquires physical possession of the Goods. To exercise this right to cancel, you must inform us of your decision to cancel this Agreement in writing by clear statement (e.g. a letter sent by post, fax or email) to our address as set out overleaf. You may use the attached model cancellation form if you wish.

24.3 To meet the cancellation deadline, it is sufficient for you to send your communication confirming your exercise of the right to cancel before the cancellation period has expired.

24.4 If you cancel this Agreement, we will reimburse to you all payments received from you under this Agreement, without undue delay, and not later than-

24.4.1 14 days after the day on which we receive the Goods back; or

24.4.2 (if earlier) 14 days after the day you provide evidence that you have returned the Goods; or

24.4.3 If there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement.

24.5 We will make the reimbursement using the same means of payment as you have used for the initial transaction, unless you have expressly agreed otherwise, but in any event you will not incur any fees as a result of the reimbursement.

24.6 We may withhold reimbursement until we have received the Goods back or you have sent evidence of having sent back the Goods to us, whichever is the earliest. You should send back the Goods or deliver them back to us at the address shown overleaf, without undue delay and in any event not later than 14 days after the day on which you communicate your cancellation of this Agreement to us.

24.7 This deadline is met if you send back the Goods before the period of 14 days has expired. We will require that you bear the cost of returning the Goods to us.

24.8 You must take reasonable care of the Goods whilst they are in your possession. You will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.

24.9 You are liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.

## 25. Storage Charges

25.1 The Dealer reserves the right to make a reasonable daily charge for the storage of the customer's vehicle or vehicles if the customer fails to collect at the agreed time.

## 26. Dispute resolution/ Jurisdiction

26.1 In the event of a complaint or dispute of any kind we adhere to our complaints handling procedure which can be found on our website at [www.5-ways.co.uk](http://www.5-ways.co.uk) and is available from us on request.

26.2 Where your complaint cannot be resolved, once you have exhausted our internal process you may refer the dispute to the following ADR processes,

26.2.1 where your complaint does not relate to a financial service, National Motorcycle Dealers Association. For details of this service you can contact them on [enquiries@rmif.co.uk](mailto:enquiries@rmif.co.uk) or telephone 02075809122

26.2.2 Where your complaint relates to Financial services, the Financial Ombudsman Service. This service is free to use. Their consumer helpline is available on 0800 023 4 567 or 0300 123 9 123 or you can visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or write to the Financial Ombudsman Service, Exchange Tower, London E14 9SR.

26.3 Where any dispute cannot be resolved through ADR, this Purchase Order and Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

**Model Cancellation Notice** [\*] Delete as appropriate,

[INSERT ADDRESS HERE

INCLUDING EMAIL/FAX NUMBER]

Dear [YOUR NAME HERE]

Re: [INSERT PRODUCT DESCRIPTION]

Ordered on: [INSERT DATE HERE]

received on: [INSERT DATE HERE]

[ I / We ] hereby give notice that [ I / We ] cancel [ my / our ] contract of sale of the [goods /service] above

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)

Date

# Getting you ready for the road

**Our aim is to have your new ride ready for you on time with all documents ready. Here are a few FAQ's that will help make sure that you are ready too!**

## **What about my road tax?**

**New bikes** - We deal with the owner registration and make sure the road tax is paid before you ride away.

**Ex-demo or pre-reg bikes** – Again we deal with the owner registration transfer and make sure the road tax is paid before you ride away

**Used bikes** – We process the owner transfer and can arrange the road tax for you before you ride away. Just make sure you have a debit or credit card with you when you collect to pay for the road tax. Or you can pay for it direct at [www.gov.uk/vehicle-tax](http://www.gov.uk/vehicle-tax) using the 12 digit reference from the new keeper supplement. If you want to do this prior to collection just ask one of our Sales team.

## **What about road insurance?**

You need to have your road insurance set up before you ride away. If you have used our finance, make sure the level of cover is acceptable to the finance company. If you are unsure speak to one of our Sales team.

## **How do I pay my deposit and any balance?**

We will accept deposit payments by debit or credit card (up to a maximum of £500 in store with chip and pin) and a maximum of £100 by telephone (cardholder not present) You can pay any further balance amount due by the following methods:

1. 5-WAYS finance agreement - our Sales team will be happy to provide you with a full quotation.
2. Bank transfer – make an online bank payment to our account **NatWest Sort code: 53-61-11 Acc: 23676698**,. Put your surname or bike registration number as the reference and advise our team you have made payment. Payments should be made prior to collection.
3. Bankers drafts – we accept bank or building society drafts made payable to “5-WAYS Motorcycle Centre” These should be presented 48hrs prior to collection to be verified.
4. Cash – We only accept a maximum of £1000 in cash. If you need to pay cash, please note it will be necessary for your cash to be counted, double-checked and verified for any fraudulent / counterfeit notes. Cash balances must be paid 24hrs prior to collection

## **Do I need to provide ID?**

If you've financed via our lenders we need to see your driving license or passport. Please advise us prior to collection if your license shows a previous address or your ID is out of date.

## **What do I need to bring for my part ex?**

If you are part exchanging a bike, we need all the documents and any extra parts. We must have the original V5 registration certificate. Call if you cannot provide this. We may need to adjust the agreed part exchange value if a HPI search or our mechanical inspection report shows adverse information. The list below helps as a reminder when you bring in your part-exchange – but not all may apply

V5 Registration document

MOT Certificate

Owner's Manual

Service booklet

Spare keys

Alarm Certificate

Datatag Certificate

Service Receipts

Original Screen

Seat Cowl/Seat

Road Exhaust

Alarm Key Fobs

## **What happens when I collect?**

One of our Sales team will show you through all the controls and features of the bike and explain about maintenance, servicing, running in and warranty benefits. We want to make sure that before you ride away you are fully up to speed. If you have any questions don't be shy to ask! It really helps us if you can arrive on time for your collection. We plan your appointment to allow us time to go through everything with you.

## **Can I have the bike delivered?**

No problem - delivery is charged at £66 within 8 miles of our postcode. For any extra distance its £1.60 per mile up to a maximum of £149 for anywhere on the UK mainland. Please note that having your bike delivered could add a number of days to the time-scale

**10%**  
**OFF**

**Need a helmet or clothing?  
Get 10% discount now off RRP**

**Just produce this voucher in-store to receive your discount**

**\*Offer is subject to in store terms and conditions \*\*5WAYSDISCOUNT CODE 55502018**